

§ 2.04. **NOTES RATABLY SECURED.** No Notes shall have any preference as to the security afforded by the Indenture over any other Notes.

§ 2.05. **NO GAIN OR LOSS IN PRINCIPAL OR INTEREST.** Each Note delivered pursuant to any provision of the Indenture in exchange or substitution for the whole or any part of one or more other Notes shall carry all the rights to installments of principal and premium and to interest accrued and unpaid, and to accrue, which were carried by the whole or such part of such one or more other Notes, and notwithstanding anything contained in the Indenture, such Note shall bear such date so that neither gain nor loss in principal or interest shall result from such exchange or substitution.

§ 2.06. **MUTILATED, LOST, STOLEN OR DESTROYED NOTES.** In case any Note shall be mutilated, lost, stolen or destroyed, the Company shall execute and deliver a new Note of like tenor in exchange and substitution for and upon a cancellation of the mutilated Note or in lieu of and substitution for the Note so lost, stolen or destroyed, upon receipt of evidence satisfactory to the Company of the ownership of such Note and of the loss, theft or destruction of such Note, and upon receipt also of indemnity satisfactory to the Company; *provided, however,* that the agreement of indemnity of the Mortgagee shall be sufficient for the purposes of this § 2.06, so long as the Mortgagee shall be a financial institution with net capital, capital surplus and undivided profits in excess of \$50,000,000. Any Note issued pursuant to this § 2.06 shall constitute an original, additional contractual obligation on the part of the Company and shall be secured equally and ratably with all other Notes issued hereunder.

§ 2.07. **ISSUE OF NOTES; LIMITATION.** Upon the execution of this Indenture, subject to the provisions of § 2.06, Notes for the aggregate principal amount of \$3,000,000 may be executed and delivered by the Company.

§ 2.08. **CANCELLATION OF NOTES.** All Notes paid, redeemed or otherwise retired, all mutilated Notes surrendered in exchange for new Notes, all Notes surrendered in exchange for other Notes pursuant to any of the provisions of this Indenture, if surrendered to the Company for payment, redemption or other retirement or for such exchange,